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ECF - Exempt

*J* **FILED**  
JAN - 8 2015

UNITED STATES BANKRUPTCY COURT  
SAN FRANCISCO, CA

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9 UNITED STATES BANKRUPTCY COURT  
10 NORTHERN DISTRICT OF CALIFORNIA

11 In Re:

12 KINGSWAY CAPITAL PARTNERS,  
13 LLC,

14 Debtor.

Case No.: 14-31532 HLB 11

15 **DECLARATION OF MARIA SOSA  
16 ACCOMPANYING BRIEF IN SUPPORT  
17 OF MOTION FOR RELIEF FROM  
AUTOMATIC STAY**

18 Date of Hearing: February 19, 2015  
19 Time: 2:00 p.m.  
20 Location: 235 Pine St., 23rd Fl.  
21 San Francisco, CA

I, Maria Sosa, declare:

1. I am the sole owner of the commercial real property located at 2148 University Avenue, East Palo Alto, California (hereinafter the "Subject Property") and the plaintiff in an unlawful detainer against Debtor, presently pending in San Mateo County Superior Court.

2. I have personal knowledge of the facts stated herein, and, if called upon to testify thereto, I could and would competently do so.

3. On January 16, 2013, I entered into a five (5) year lease agreement (hereinafter the "Lease") with Nathaniel Basola Sobayo, dba Kingsway Capital Partners, LLC (hereinafter "Debtor") wherein Debtor agreed to occupy the Subject Property in exchange for monthly rent payment of \$1,750.00. The terms of the Lease required that each monthly rent payment be made

1 on the sixteenth day of each month. To my knowledge, Debtor did not expend any money to  
2 remodel or add fixtures to the Subject Property.

3 4. Debtor failed to make a rent payment on May 16, 2014. Thereafter, I spoke with  
4 Debtor on multiple occasions to demand payment. These were futile attempts, so I followed up  
5 by sending written notice of the default to Debtor on June 2, 2014 demanding that he cure the  
6 default by June 17, 2014. The notice also made clear that Debtor was responsible for paying rent  
7 regardless of any blame that it feels may sit with me. Unfortunately, Debtor did not even  
8 respond.

9 5. On July 1, 2014, I served Debtor with a 3 Day Notice to Pay Rent or Vacate. After  
10 receiving the notice, Debtor failed to make a rent payment and refused to vacate the premises.

11 6. On July 8, 2014, I filed an unlawful detainer action against Debtor. Thereafter,  
12 Debtor sued me for over \$1.6 million in property damage. Debtor then sought to remove the  
13 unlawful detainer action to federal court only to have it sent back to state court.

14 7. Thereafter, Debtor filed for bankruptcy and filed a parallel adversary proceeding  
15 against me and numerous other individuals.

16 8. I am in the process of selling the commercial property in which Debtor is a  
17 tenant. It is currently in escrow pending sale. Escrow was opened in April 2014 and would have  
18 closed by now. Unfortunately, escrow cannot close until there is final disposition in the unlawful  
19 detainer action. I certain that the sale of the commercial property will fall through if the unlawful  
20 detainer action cannot be resolved in short order.

21 9. It is imperative that I am able to finalize the sale of my commercial property, as I  
22 simply can no longer afford to own and manage it. I'm in my late 60s and on a fixed income.  
23 I'm paying a mortgage that I can barely afford even when all of the units are occupied. If I lose a  
24 tenant, I will likely not be able to make the mortgage payment. I also do not qualify for a  
25 refinance, as I recently lost my residence to foreclosure.

26 10. If the sale of my property falls through, and I'm able to eventually find another  
27 buyer, I'm afraid that I will not get anything near the present sale price. It took a long time to  
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1 find the present buyer as it is. Also, I would have to disclose any pending lawsuit involving the  
2 Debtor tenant. Even if the legal issues involving Debtor are resolved, I would likely still need to  
3 disclose that Debtor is litigious. The law may not require that specific type of disclosure, but it  
4 would still be necessary in an abundance of caution.

5 11. It would also be very difficult for me to continue a landlord-tenant relationship  
6 with Debtor who is presently suing me for over \$1.6 million. I'm concerned that Debtor would  
7 use the opportunity to make my life even more difficult. It is critical that our relationship is  
8 severed.

9 I declare under penalty of perjury under the laws of the State of California that the  
10 foregoing is true and correct.

11  
12 Date: January 7, 2015

  
13 MARIA SOSA

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